

Available online at [www.sciencedirect.com](http://www.sciencedirect.com)**ScienceDirect**

Procedia Economics and Finance 21 (2015) 555 – 562

---

**Procedia**  
Economics and Finance

---

[www.elsevier.com/locate/procedia](http://www.elsevier.com/locate/procedia)

8th Nordic Conference on Construction Economics and Organization

## Competitive dialogue: Driving innovation through procurement?

Haugbølle, K.<sup>a\*</sup>, Pihl, D.<sup>a</sup> & Gottlieb, S. C.<sup>a</sup><sup>a</sup>Danish Building Research Institute/Aalborg University, 2450 Copenhagen SV, Denmark

---

### Abstract

Public procurement of goods, services and products has become a cornerstone in recent European policies on innovation. With regard to construction, clients are often promoted as change agents that can foster a higher degree of innovation in construction through appropriate design of their procurement procedures. With the new European service procurement directive, a number of changes are underway. Among these are less restrictive procedures for using the more flexible procurement forms like competitive dialogue. Based on a literature review and European statistics, this paper will 1) review the historical changes of European procurement rules, 2) quantify the application of competitive dialogue as procurement procedure, and 3) discuss lessons learned from selected European countries on promoting and managing change in construction through competitive dialogue. This paper will conclude that competitive dialogue seems to have a low potential as driver of innovation in a quantitative sense due to the stable but small number of applications, while the effects on innovation in a qualitative sense needs to be studied further.

© 2015 The Authors. Published by Elsevier B.V. This is an open access article under the CC BY-NC-ND license (<http://creativecommons.org/licenses/by-nc-nd/4.0/>).

Selection and/ peer-review under responsibility of Tampere University of Technology, Department of Civil Engineering

*Keywords:* clients; European policy; innovation; performance; procurement.

---

### 1. Introduction

Public procurement in Europe is a significant part of the total procurement of goods, services, construction and supply. Public procurement has been the subject of growing European and international regulation since the 1960s. The European regulation of Member States' public procurement and harmonization has its roots in the desire to implement a free single market. The expectation has been that the regulation of public procurement could provide substantial savings through three effects: 1) a direct trade effects as a result of lower prices, 2) a competition effect

---

\* Corresponding author. Tel.: +45 2143 0872.

E-mail address: [khh@sbi.aau.dk](mailto:khh@sbi.aau.dk)

through improving the competitiveness of enterprises, and 3) a restructuring effect due to changes in the business structure (Bovis 2007: 13-14).

In recent years, the regulation of public procurement to stimulate innovation has become an ever important priority for the EU. The existing European rules on tendering for public clients provide some options to promote innovation, for instance through tenders based on most economically advantageous tender. In general, these procurement procedures do not allow the construction client to engage in dialogue with the tenderers. For complex projects, it is possible to use the rules of competitive dialogue, but these are rarely used in the Nordic countries, in contrast to e.g. United Kingdom, where competitive dialogue is more widespread.

As part of an ongoing research project to explore the potential benefits and drawbacks of a more widespread adoption of new procurement procedures in the Nordic countries, the research objective of this paper is to 1) review the historical changes of European procurement rules, 2) quantify the application of competitive dialogue as procurement procedure, and 3) discuss lessons learned from selected European countries on promoting and managing change in construction through competitive dialogue.

## 2. European regulation on public procurement

According to Bovis (2007: 17-22), the European regulation of domestic public purchase and supply has passed through four generations. The first generation included, inter alia, the EC Directive 70/32, which was later followed by the EC Directive 77/63 on public works, which introduced the three basic principles of public procurement: 1) publication of the tender at European level, 2) the prohibition of technical barriers to trade, and 3) allocation of contracts on the basis of objective criteria (EC Directive 77/63, 1977). Similar regulation (EC Directive 71/305, 1971) had previously been implemented for public works whose primary purpose was to create transparency, but without introducing common European procurement rules or eliminating national tendering and procurement rules.

The second generation combined the hitherto separate procurement directives concerning public works in one directive EC Directive 88/295, which laid down an open tender procedure as standard and extended the definition of the types of contracts, which was covered. Similarly, the hitherto separate directives on public construction projects were merged into one (EC Directive 89/440). One of the most important changes was that it prohibited the contracting entity to exclude consortia or groups of companies from bidding. Finally, a new directive EC Directive 90/351 was introduced for utilities, energy, telecoms, transport and water, which had not previously been covered by European procurement rules (Bovis 2007: 23-40).

After the completion of the political-administrative project to implement the internal market, a third generation of procurement rules came into being according to Bovis (2007: 40-49). The increasing importance of the service sector compared to manufacturing industry and negotiations in GATT (later the WTO) in the wake of trade wars made the EC introduce the Services Directive in 1992 (EC Directive 92/50). Thus, services also became covered by European procurement rules. At the same time design competitions was introduced as a new form of tender. Furthermore, the earlier Directives for public works, building works and utilities were revised and further harmonized (EC Directive 93/36 EC; Directive 93/37; EC Directive 93/38).

The fourth generation came in 2004 under the principles of simplification and harmonization, which drew a sharp distinction between the public sector and utilities. In light of the increasing privatization of utility companies and their often monopolistic status, utilities remained regulated through its own EU Directive 2004/17. The three other areas for goods, construction and services were brought together under a single directive for public services (EC directive 2004/18). The new Directive introduced a new award procedure – the competitive dialogue – and allowed the use of framework agreements, but did not provide specific rules for the use of public-private partnerships. A memo from the European Commission had clarified the principles and obligations of the principal in connection with public-private partnerships. The memo also defined two different types of public-private partnerships: 1) the contractual format or concession model and 2) the institutional format or joint venture model (Bovis 2007: 49-62).

In December 2011, the EU Commission launched a new proposal to amend the Public Procurement Directive. A number of the most significant changes are listed below (Danish Competition and Consumer Authority 2014):

- It is made easier for the contracting authority to use the flexible procurement forms negotiated procedures and competitive dialogue.
- A new procurement procedure called "innovation partnerships" is introduced, which allows the contracting authority to enter into a long-term contract in order to develop a product or service.
- Price as award criteria can now be considered as price alone or as total costs of ownership e.g. lifecycle costs.
- The documentation requirements for the purchaser as well as the bidder are reduced. The Contracting Authority shall now accept a self-declaration by the bidders called "European Single Procurement Document" (ESDP), and only the winning bidder must submit the full documentation.
- A set of new procedures for amendments of contracts during the contracting period are introduced, and it becomes possible to carry out initial market research and prior involvement of the candidates or tenderers.
- A number of new formal procedural requirements are imposed, e.g. publication of tenders at EU level before publication at the national level.

### 3. Methods

The study applied two separate methods: a literature review and a statistical search. The literature study collected knowledge from web-based sources of general correlations between procurement procedures and innovation in public procurement. The literature search has primarily been based on Google Scholar, which covers many disciplines, publishing channels and languages. Compared to strict databases like EBSCOHOST, Google Scholar has a more comprehensive search profile that also includes e.g. books. While a large amount of literature is available on competitive dialogue in general, very little is related to construction activities. Further, most of the identified literature only mentions competitive dialogue in passing, while more thorough studies of the implementation of the procurement method and effect on innovation are sparse.

All public tenders above the threshold values are required to be published in Tendering Electronic Daily (TED). The TED database contains data from a rolling five-year period. At the time for statistical searches in TED, data was available from the month of December 2009 to February 2014. Thus, the search has been limited to the period 1 January 2010 to 31 December 2013. TED contains three different types of publications: 1) Periodic Indicative Notices (PIN), 2) Invitation to tender, and 3) Contract Award Notices (CAN). The publication of the winner via CAN often happens without any indication of the contract sum due to confidentiality. However, Contract Award Notices are a good indicator of purchasing patterns among public entities according to Bovis (2007: 66):

*"In principle, Contract Award Notices publicise the reasoning of contracting authorities during the selection and award stages of the process, but quite often price information of the successful tenderers and other candidates is withheld for reasons of commercial confidentiality. The publication of CAN notices can be used as an effective indicator in monitoring the purchasing patterns of contracting authorities, as well as in providing a picture relevant to the tradability of public contracts."*

### 4. Competitive dialogue as procurement type

#### 4.1. Characteristics of procurement type

The procurement procedure differs from other forms of procurement as the competitive dialogue procedure derogates the general ban of negotiation under the Public Procurement Directive. Competitive dialogue is a flexible procurement procedure, which allows the contracting authority to discuss an assignment with potential bidders. The tendering process usually consists of two phases: a dialogue phase and a bidding phase. In the dialogue phase the contracting authority may discuss all aspects of the contract with the individual bidders, including the economic conditions. When the dialogue phase is over, the contracting authority and tenderers must no longer discuss the contract. During the bidding phase, the requirements will increasingly be specified, the technical details will be clarified and possible uncertainties will be adjusted (Competition and Consumer Support Agency, 2013).

The procurement procedure of competitive dialogue is used only by particularly complex contracts where open or restricted procedures are not applicable. This limitation to complex contracts is relaxed by the new procurement directive, which applies from 1 January 2014 (Competition and Consumer Support Agency, 2013). Compared to the Procurement Directive 2004 the complexity of a contract is assessed on the degree to which the terms of the project is possible to specify (EU Directive 2004/18). The tender form can be used in cases where it is difficult to assess what the market can offer in terms of technical, financial and legal solutions. The contracting authority assess whether competitive dialogue suits the project on the basis of a specific assessment of the individual case. If the matter of the contract is assessed be so complex that the contracting authority cannot describe the acquisition in full, there is sufficient reason to start a dialogue with the suppliers on the acquisition before they make a bid for the task. During the dialogue phase, the input of suppliers can help the contracting authority identify and define its' requirements (which is similar to the negotiated procedure).

The award criteria for a good, service or work procured through competitive dialogue is always the most economically advantageous tender. In exceptional cases the award criteria may be omitted in the tender documents due to the complexity. The contracting authority may split the dialogue phase in several sub-phases in order to consecutively reduce the number of solutions to be discussed during the dialogue. The suppliers are selected by the contracting authority (similar to the method of limited tendering). The number of suppliers to ensure effective competition must therefore be minimum three bidders (Competition and Consumer Authority, 2006).

By using this procurement procedure, the suppliers shall have 37 calendar days to announce their participation. In turn, there is no set deadline for tendering. However, the authority must set a bidding deadline at the announcement of the tender. If the notice is transmitted electronically, the deadline may be reduced by 7 days.

#### 4.2. Application by public clients

Competitive dialogue is not used to the same extent as open and restricted procedures. The procurement procedure is still considered relatively new, which perhaps is one of the reasons for the modest use. In 2010 to 2013, the aggregate number of contracts reached 778 in the EU, representing 0.6 per cent of the total contracts entered into by public tenders and approximately 5 per cent of the number of restricted tenders (Table 1).

Most of the agreements on competitive dialogue in the EU – some 79 per cent – are concluded by authorities in France and the UK. Denmark and Norway have announced an equal number of tenders in competitive dialogue, but Norway has not concluded any contracts. It is not clear, however, whether the tasks have been assigned using another contract form or the tasks have not been assigned due to lack of funds by the contracting authority (Table 1).

Table 1. Use of competitive dialogue in the period 1 January 2010 to 31 December 2013. Source: (TED, 2014).

	Call for tenders	Contracts	Rate of call for tenders/contracts
EU	1,429	778	54%
France	581	342	59%
United Kingdom	460	272	59%
The Netherlands	62	25	40%
Denmark	17	11	65%
Norway	17	-	0%

Almost half of the contracts based on competitive dialogue are made by local authorities (Table 2). Other public bodies account for some 15 per cent, whereas ministries, national offices and local offices together account for another 15 per cent. The numbers does not add up to the total as some contracting authorities are left out of Table 2.

Table 2. Use of competitive dialogue in the period 1 January 2010 to 31 December 2013. Source: (TED, 2014).

	EU	UK	FR	NL	DK	NO
Local authorities	371	167	137	9	4	-
Public bodies	133	61	45	2	3	-
Ministries	60	16	22	13	1	-
National offices	23	13	7	-	-	-
Regional/local offices	14	2	4	-	-	-

The procurement procedure competitive dialogue is not used to any great extent. Although the procurement procedure was introduced in 2004, data from TED does not show an increase in the number from 2010 to 2013 as could be expected. Even for the two countries, United Kingdom and France, the number of contracts are low and stable compared to other contract forms. The relatively short study period from 2010 to 2013 makes it somewhat difficult to comment on a definite trend, but the numbers indicate a steady but low number of contracts.

## 5. Lessons learned from competitive dialogue

The EU member states that have the most experience with the procurement procedure of competitive dialogue are Great Britain and France. These countries have since its entry into force in 2006 had a significant number of procurements using competitive dialogue. This is followed by countries Ireland, the Netherlands and Germany as "moderate" users of the tender form. Across the five countries, the procurement procedure is mainly used for contracts on construction projects and purchase of information and communication technologies (TED, 2014; Arrowsmith and Treumer, 2012).

### 5.1. Lessons from United Kingdom

The procurement procedure is generally perceived in Britain to be costly – both for the contracting authority and the supplier. The procedure is expensive, time-consuming and/or complex to carry out in practice. The high costs are mainly related to: 1) Poor preparation and planning process, 2) inadequate resource coverage for the procedure, 3) meetings with an extremely long time horizon and length, and 4) the requirements for unnecessary information from bidders. According to the UK Treasury (Treasury, H. M. S., 2010) competitive dialogue procurements are generally accepted as more costly compared to traditional procurement routes. Private sector representatives thus believe costs have risen from 2-3 per cent of the contract sum (under the negotiated procedure) to 5-6 per cent under competitive dialogue (Treasury, H. M. S., 2010: 20).

The preparation and planning stage is generally regarded as the most influential stage in the complete procedure (Arrowsmith and Treumer, 2012). One of the areas to improve is the internal organization of the contracting authority. In addition, preparation and allocation of resources within the contracting authority is required to support the negotiations that take place during the dialogue. The procedure should in itself be planned, which include a phasing of the process in which the numbers and length of phases are predetermined.

The advantage of the method of tendering in particular is that it creates a higher level of competition between the tenderers and often results in a higher degree of order in the final stages of the procedure. To get the best opportunities to reap the benefits, the Confederation of British Industry recommends that the contracting authorities set up a "resourceful" procurement team. The group should include expertise in several areas, such as law, economics, technical aspects, as well as skills in business negotiation (Arrowsmith and Treumer, 2012). Despite aspirations "...the bidding community is concerned about inappropriate use of the Competitive Dialogue procedure [...] and reduced scope for innovation, particularly where the process drives convergence between design solutions" (Treasury, H. M. S., 2010: 8).

### 5.2. Lessons from France

Under French law, the rules for competitive dialogue apply for contracts both above and below the threshold values of EU tenders. There is no definitive time limit on the dialogue phase as it is generally believed that it is most effective to let the dialogue continue for sufficient time. This is believed to be somewhere between 12 and 24 months (Arrowsmith and Treumer, 2012).

Competitive dialogue has been used in two different ways in France. In the first approach, the different proposals for solutions from the different tenderers are compiled into one solution before the final bidding. Thus, the tenderers are submitting tenders on the basis of the same solution, which makes it easier for the contracting authority to compare the tenders. The second approach is a procedure where each bidder prepares their own proposals and their proposals are not compiled. The second approach is the most widespread (Arrowsmith and Treumer, 2012).

The French government has adopted a proactive and positive approach to the implementation of competitive dialogue as a procurement procedure. Hence, the French government has published substantial guidance on the application of the procedure, and in particular specific guidance regarding the organization of consortia and control of the process at the end of the dialogue. The contracting authority is generally provided the widest possible space to act in accordance with its own economic interest as long as the contracting authority follow the general principles of non-discrimination, transparency and equal treatment. Despite extensive use of competitive dialogue in France, there appears to be no uniform and standardized way to perform the procedure. Instead, the contracting authorities may shape and adapt the procedure to their own needs based on the basic qualities of legislation and guidelines (Arrowsmith and Treumer, 2012).

### 5.3. Lessons from the Netherlands

The Netherlands is categorized as a 'regular user' of competitive dialogue with a total number of this procedure of 84 from 2006 to 2009. The majority of the procedures where the competitive dialogue has been used in the Netherlands has been on complex contracts for infrastructure and construction projects (about 43 per cent of the total) and contracts on information and communication technologies (about 23 per cent of the total). Many of the former project types can be classified as PPP (public-private partnerships) in the sense that the public authorities enter into a partnership with private enterprises to realize a project from both a financial and technical perspective. Since the Dutch government has focused on the supply of infra-structural and construction projects by PPP, it is expected that competitive dialogue will be used more in the coming years (Arrowsmith and Treumer, 2012).

Lenferink et al. (2013) point out that competitive dialogue is a promising tool for facilitating public-private interaction, but that there is a need for parties to be more aware of the opportunities for addressing complexity if to avoid a one-sided focus on price competition and increase value, e.g. through innovation (Leferink et al., 2013: 930-937).

In an evaluation of projects procured through competitive dialogue, Hoezen and Doree (2008) and Hoezen et al. (2010) find that “...clients as well as contenders struggle with a number of practical issues related to the organisation of the dialogue [...] with the dynamics of risk avoidance pushing them towards detailing and high transaction costs” (Hoezen and Doree, 2008: 535). At the same time, Hoezen et al. (2010: 1177) also document that on one specific project, competitive dialogue was instrumental in aligning “...the complex demands with the several available solutions without harming the confidentiality principle or stimulating cherry picking” – the latter otherwise being an area of substantial concern in the early days of competitive dialogue in the UK (Treasury, H. M. S., 2010: 21).

### 5.4. Lessons from Denmark

Denmark was the first European member state to implement the European directive for public procurement in the Danish legislation with effect from 1 January 2005, and thus laid the legal foundation for the use of the competitive dialogue procedure from that date. In many respects, the Danish legislation has directly adopted the European



legislation, and Denmark has not made any changes to this legislation, contrary to what several other member countries have done. In addition, the use of competitive dialogue has been challenged in legal cases in Denmark and as a result there is considerable case law about the award procedure, in contrast to many of the other member states so far (Arrowsmith and Treumer, 2012).

Some of the tenders using competitive dialogue in Denmark have either been unsuccessful (5 out of 50 studied examples) or have been terminated prematurely due to lack of competition. The typical reaction to the lack of interest and tenders from qualified enterprises has been to put the job out for tender again. A similar problem is not recounted in the studies conducted in other member states (Arrowsmith and Treumer, 2012).

The dominant model in Denmark involves a confidential dialogue with each of the qualified bidders, a subsequent adjustment of the specifications, and then let all the bidders bid based on the revised. This model is called the 'hybrid model'. The typical approach is to write a draft in broad terms with emphasis on functionality, and any amendments of the draft specifications are often negligible and not significant specifications (Arrowsmith and Treumer, 2012).

With the EU Directive it is possible to charge a participation fee for the tenderers who are interested in participating in the dialogue and/or reimburse the bidders for their participation in the dialogue. Danish contracting authorities are not accustomed to charge or reimburse bidders, and are thus reluctant to use this option. However, there are a few cases in connection with public works projects where bidders have obtained an economic cover for the preparation of tenders. The amounts have so far not been particularly high, and they have had more symbolic value than real value (Arrowsmith and Treumer, 2012).

Danish contracting authorities stress that competitive dialogue gives more value for money. This is perceived to be a result of efficiency gains rather than innovation (Regeringen, 2014: 34). The procedure is thus seen to help to increase competition between the bidders, and the final contract gives a better fit than normal with their needs. On the other hand, they also mention that the procedure requires more resources than traditional forms of tender (open or restricted tender), and the procurement procedure tends to last longer (Arrowsmith and Treumer, 2012). Despite the positive attitude among contracting authorities, the recent Danish construction policy strategy stipulates that public clients seldom use flexible procurement procedure, e.g. competitive dialogue, partly due to the perceived higher probability for legal disputes (Regeringen, 2014: 34).

Tenderers stress that they get a better understanding than normal of what the contracting authority needs, but have similar elucidated that it is costly to participate in all stages of the procedure. Some bidders believe that it is too expensive to participate in the procedure and suggests that the authorities limit the number of participants even more, despite the fact that Danish contracting authorities normally reduce the number of participants to 5-10 bidders, and typically the number is only five participants. Other bidders insist that dialogue ensures a more efficient use of time spent on the project than would be the case without dialogue (Arrowsmith and Treumer, 2012).

## 6. Discussion and conclusion

First, this paper has provided an overview of the historical changes of European procurement rules in four generations: introduction of separate European regulations; gathering of separate European regulation in three directives on public goods, construction works and supply; introduction of regulation of services; and simplification and harmonization in two directives on supplies and on goods, works and services. A fifth generation is now underway with less restrictive procedures for using more flexible procurement forms like competitive dialogue, introduction of innovation partnerships as a new procurement procedure in order to develop new products or services, and a permission to replace price as award criteria with total cost of ownership.

Second, this paper has quantitatively summarized the application of competitive dialogue as procurement procedure. The use of competitive dialogue is at a steady but very low level compared to other procurement procedures. United Kingdom and France are the European member states applying competitive dialogue most frequently with among others the Netherlands as a frequent user. Countries like Denmark uses competitive dialogue quite seldom.

Third, the past four years have not seen a significant increase in the use of this procurement procedure, which would likely precipitate any given effect on innovation. The very small number of actual examples of competitive

dialogue indicates that this procurement procedure does not play a significant role as driver of innovation in construction in a quantitative sense.

In a qualitative sense, the role of competitive dialogue as driver of innovation may be more mixed. On one hand, competitive dialogue is applied in complex undertakings where the need and the possibilities for innovation may be readily available. Further, United Kingdom has historically been known to be seen as a source of inspiration for other countries when it comes to new forms of collaboration like the example of partnering (Gottlieb & Haugbølle 2013). On the other hand, it is difficult to assess whether the use of competitive dialogue has stimulated innovation or not in the concrete examples where competitive dialogue has been applied. While some studies from e.g. the Netherlands report that competitive dialogue have stimulated innovation, others from e.g. UK and Denmark report a tendency towards applying competitive dialogue to achieve efficiency gains rather than stimulating innovation. Hence, more studies on the particular relationship between the choice of procurement procedure and its effect on innovation are needed.

## References

- Arrowsmith, S., and Treumer, S. (2012). *Competitive Dialogue in EU Procurement*. Cambridge University Press.
- Bovis, C. H. (2007). *EU Public Procurement Law*. Elgar European Law Series. Edward Elgar Publishing.
- EUROPA-PARLAMENTETS OG RÅDETS DIREKTIV NR. 2004/18/EF af 31. marts 2004 om samordning af fremgangsmåderne ved indgåelse af offentlige vareindkøbskontrakter, offentlige tjenesteydelseskontrakter og offentlige bygge- og anlægskontrakter. Accessed 17 February 2014 at: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2004:134:0114:0240:da:PDF>
- EU-kommissionens forordning nr. 1336/2013 af 13. december 2013 om ændring af Europa-Parlamentets og Rådets direktiv 2004/17/EF, 2004/18/EF og 2009/81/EF for så vidt angår tærskelværdierne for anvendelse af fremgangsmåderne ved indgåelse af kontrakter. Lokaliseret d. 25-03-2014 på: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2013:335:0017:0018:DA:PDF>
- Gottlieb, S. C. & Haugbølle, K. (2013). Partnering as organising in-between: aligning systems of production, values and interests. *Construction Management and Economics*, 31 (2), 119-134.
- Hoezen, M and Doree, A (2008) First Dutch competitive dialogue projects: a procurement route caught between competition and collaboration. In: Dainty, A (Ed.), *Proceedings 24th Annual ARCOM Conference*, 1-3 September 2008, Cardiff, UK. Association of Researchers in Construction Management, Vol. 1, 535–43.
- Hoezen, M, van Rutten, J, Voordijk, H and Dewulf, G (2010) Towards better customized service-led contracts through the competitive dialogue procedure. *Construction Management and Economics*, 28(11), 1177–86.
- Konkurrence- og Forbrugerstyrelsen (2006). *Udbudsdirektiverne. Vejledning*. København: Konkurrence- og Forbrugerstyrelsen. Accessed 03 March 2014 at: <http://www.kfst.dk/~media/KFST/Publikationer/Dansk/2006/Konkurrencestyrelsens%20vejledning%20til%20udbudsdirektiverne%202006%20aug13.pdf>
- Konkurrence- og Forbrugerstyrelsen (2013). *EU's nye udbudsdirektiv. Væsentlige ændringer i forhold til gældende direktiv*. København: Konkurrence- og Forbrugerstyrelsen. Accessed 17 February 2014 at: <http://www.kfst.dk/Offentlig-konkurrence/Udbudslovsudvalg/~media/KFST/Offentlig%20konkurrence/Udbudslovsudvalg/Det%20nye%20udbudsdirektiv%20%20vaesentlige%20aendringer3%20%20final%20mhu.pdf>
- Lenferink, S., Tillema, T., and Arts, J. (2013). Public-private interaction in contracting: governance strategies in the competitive dialogue of Dutch infrastructure projects. *Public Administration*, 91(4), 928-946.
- RÅDETS DIREKTIV 92/50/EØF af 18. juni 1992 om samordning af fremgangsmåderne ved indgåelse af offentlige tjenesteydelsesaftaler. Accessed 17 February 2014 at: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:1992:209:0001:0024:DA:PDF>
- Regeringen (2014) *Vejen til et styrket byggeri i Danmark – regeringens byggepolitiske strategi*, Copenhagen, Regeringen.
- RÅDETS DIREKTIV 93/36/EØF af 14. juni 1993 om samordning af fremgangsmåderne ved offentlige indkøb. Accessed 17 February 2014 at: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:1993:199:0001:0053:DA:PDF>
- RÅDETS DIREKTIV 93/37/EØF af 14. juni 1993 om samordning af fremgangsmåderne med hensyn til indgåelse af offentlige bygge- og anlægskontrakter. Accessed 17 February 2014 at: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:1993:199:0054:0083:DA:PDF>
- RÅDETS DIREKTIV 93/38/EØF af 14. juni 1993 om samordning af fremgangsmåderne ved tilbudsgivning indenfor vand- og energiforsyning samt transport og telekommunikation. Accessed 17 February 2014 at: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:1993:199:0084:0138:DA:PDF>
- TED – Tenders Electronic Daily (2014). Accessed 26-02-2014 at: <http://ted.europa.eu/TED/search/search.do>
- Treasury, H. M. S. (2010). *HM Treasury review of competitive dialogue*. Norwich, UK: HM Stationery Office.